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Attorneys for Defendant
ELECTRONIC ARTS INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MICHAEL E. DAVIS, aka TONY DAVIS,
VINCE FERRAGAMO, and BILLY JOE
DUPREE, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

ELECTRONIC ARTS INC.,
Defendant.

Case No. 3:10-cv-3328-RS (DMR)

**JOINT STIPULATION OF
DISMISSAL; AND ORDER**

Judge: Hon. Donna M. Ryu

Date Filed: July 29, 2010

Trial Date: September 30, 2019

1 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiffs Michael E. Davis
2 (aka Tony Davis), Vince Ferragamo, and Billy Joe DuPree (collectively, the “Plaintiffs”), and
3 Defendant Electronic Arts Inc. (“EA”) hereby stipulate as follows:

- 4 1. Plaintiffs and EA have entered into a confidential non-class settlement agreement.
- 5 2. Plaintiffs agree to voluntarily dismiss with prejudice all of the individual claims
6 they brought in the operative Second Amended Complaint, Dkt. 231-1.
- 7 3. The parties agree to the voluntary dismissal without prejudice to all purported
8 class claims against EA.
- 9 4. The dismissal is without an award of costs, expenses, and attorneys’ fees as to any
10 party, and each party shall bear its own costs, expenses, and attorneys’ fees.
- 11 5. The Honorable Richard Seeborg shall retain jurisdiction to enforce the settlement
12 agreement, if necessary.

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15 Dated: May 2, 2019

HENRI LAW GROUP

16 By: /s/ Brian D. Henri
17 BRIAN D. HENRI

18 Attorneys for Plaintiffs
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21 Dated: May 2, 2019

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22 By: /s/ R. James Slaughter
23 R. JAMES SLAUGHTER
24 R. ADAM LAURIDSEN
25 NICHOLAS D. MARAIS
26 CHESSIE THACHER

27 Attorneys for Defendant
28 ELECTRONIC ARTS INC.

ORDER

The parties have stipulated to dismiss the action as to the individual claims of plaintiffs Michel E. Davis, Vince Ferragamo, and Billy Joe DuPree with prejudice, and with each party bearing their own fees and costs. The stipulation of dismissal does not impact the rights of the class that may proceed in a different action.

Federal Rules of Civil Procedure 41 permits plaintiffs to dismiss an action without a court order “by filing ...a stipulation of dismissal signed by all parties who have appeared.” Fed. R. Civ. P. 41(a)(1)(A)(ii). Because all parties who have appeared in the action signed the stipulation, it automatically terminate[d] the action.” *Wilson v. City of San Jose*, 111 F. 3d 688, 692 (9th Cir. 1997). Accordingly, the Court of Court is **DIRECTED** to close this action.

IT IS SO ORDERED.

Dated May 7, 2019



HON. RICHARD SEEBORG
UNITED STATES DISTRICT COURT JUDGE

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/s/ Brian Henri
Brian Henri